

# ***RFP 0122***



## **PURCHASING DEPARTMENT**

200 Derbigny Street – Suite 4400

Gretna, LA 70053

(504) 364-2678

REQUEST FOR PROPOSAL

TO PROVIDE A POST-KATRINA COMPREHENSIVE HOUSING RENEWAL  
STRATEGY FOR THE DEPARTMENT OF COMMUNITY DEVELOPMENT



RFP No.: 0122

Proposal Receipt Date: March 15, 2006

Proposal Receipt Time: 4:00 P.M.

Jefferson Parish  
Department of Purchasing  
P. O. Box 9  
Gretna, Louisiana 70053

(504)364-2678

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REQUEST FOR PROPOSAL  
FOR  
POST-KATRINA COMPREHENSIVE HOUSING RENEWAL STRATEGY

REQUEST FOR PROPOSAL NUMBER 0122

SELECTION OF AGENCY/ORGANIZATION TO CONDUCT A POST-KATRINA  
COMPREHENSIVE HOUSING RENEWAL STRATEGY

February 9, 2006

**1. INTRODUCTION**

The Jefferson Parish Council, at its January 11, 2006, meeting, adopted this Request for Proposals for the Acquisition of services of agencies/organizations to conduct a \_ POST-KATRINA COMPREHENSIVE HOUSING RENEWAL STRATEGY for the Department of Community Development. This Request for Proposals took effect upon adoption.

Enabling Legislation. This Request for Proposals process shall be in accordance with Sec. 2-895 of the Jefferson Parish Code of Ordinances. This RFP is used to allow vendors the opportunity to propose methods, procedures, to a set of functional requirements and/or technical specifications. The RFP process gives Jefferson Parish the opportunity to select the proposal that best meets the needs of the Jefferson Parish based upon ability and cost over the expected life of the contract.

**PART A - INSTRUCTIONS TO PROPOSERS**

- I. INTRODUCTION - The Parish of Jefferson, State of Louisiana, Department of Community Development, is seeking proposals for the development of a comprehensive housing renewal plan that will allow for the optimum use of available federal, state and local funds and volunteer resources to address the current housing needs of Jefferson Parish as a result of damage caused by hurricanes Katrina and Rita, and secure additional funds from non traditional resources to address these needs.
  - A. PURPOSE - The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in developing a post Hurricane Katrina comprehensive housing renewal strategy which shall include all the elements detailed under scope of services.

- B. Goals and Objectives - The Parish of Jefferson, sponsored through the Department of Community Development is seeking a competent firm or company who must be able to develop a comprehensive housing renewal plan that ascertains all of the pre-existing housing needs of the Parish as well as those resulting from the damage brought on by the hurricanes of 2005, with special emphasis on the most critical housing needs, identifies all available resources, and formulates short and long range strategies that address these needs and maximize all funding sources. The successful proposer will be expected to assist the parish with reference to applications for non-traditional funding resources, and other items as per the scope of work.

## **2. SCOPE OF SERVICES**

The selected organization/agency will report directly to Department of Community Development. The proposer will perform the following services/tasks:

### **PHASE 1 - DATA GATHERING:**

1. Perform housing assessments throughout the parish, including all municipalities, except the City of Kenner, to include the number of housing units affected by hurricanes Katrina and Rita, and identify housing needs by the number and type of units that are owner occupied, rental, group housing, assisted living facilities, etc. and by type of occupant by race, income, age, and household type.
2. Consultation with relevant parties to include financial institutions, homebuilder associations, urban planners, code enforcement officers, the Louisiana Recovery Authority, Rebuild New Orleans, JEDCO's Housing Task Force, and other such recovery organizations.
3. Identify all available funding resources (immediate and long term), and include a strategy for obtaining said funding. Possible funding resources that must be researched include FEMA, PHA resources, financial institutions, government bonds, secondary market resources, land banks, tax credits, housing finance agencies, etc.
4. Identify any available public land and properties, as well as commercial or industrial sites that could be converted into housing units,

### **PHASE II - DEVELOP STRATEGY**

Using the above information, develop a comprehensive housing renewal strategy based on the needs assessment and identified available funding resources that includes the following at a minimum:

1. A process for including qualified national non-profit organizations in the housing renewal process.
2. Consultation with relevant parties to include financial institutions, homebuilder associations, urban planners, code enforcement officers, the Louisiana Recovery Authority, Rebuild New Orleans, JEDCO's Housing Task Force, and other such recovery organizations.

3. Incorporation of applicable Affordable Housing Task Force recommendations.
4. A process for incorporating workforce development and other labor organizations into the renewal process as a means of job creation.
5. A mechanism for establishing a local Affordable Housing Trust Fund to further fair housing such as those for teachers, fireman, police and other first responders public employers to become homeowners.
6. Establishment of a local financial rental rehabilitation program through Public Housing Authority or Home Mortgage Authority.
7. Procedures necessary for the Parish and each municipality to quickly incorporate modular housing into its codes.
8. Procedures necessary for the Parish and each municipality to quickly incorporate inclusionary zoning, and having said zoning included in the Jefferson 2020 Comprehensive Land Use Plan.
9. Strategies to address the construction trades availability and cost of supplies and labor as it related to operating housing repair assistance programs.
10. Strategies to address homeless and special needs populations housing, with the use of non traditional housing such as group homes, shared housing, SROs, etc.
11. Strategies to address affordable insurance available for First Time low and moderate-income homebuyers.
12. Strategy to increase number of housing vouchers, address the portability issues of the vouchers, and strategies to address the long-term viability of the project based apartments.
13. Strategy to relocate or move persons living in FEMA trailer parks into appropriate houses.

After the completion of the draft plan, proposer shall submit same to the Department of Community Development and to various other agencies as deemed appropriate.

### PHASE III - APPLICATION SUBMITTAL

After all resources have been identified proposer shall submit a minimum of three applications to secure these non-traditional resources. Copies of these shall be submitted to the Department of Community Development.

## PHASE IV – FINAL PLAN

Proposer shall submit draft plan for comments and changes as per Community Development requirements, and shall finalize it as a result of said comments from all appropriate agencies as well as the general public.

### 3. POLICY STATEMENTS

The RFP and its Attachments contain administrative and procedural information, instructions for preparing and submitting proposals, and terms and conditions to be included in any contract awarded as a result of this RFP.

These instructions prescribe the format that proposals shall follow and describe the approach for the development and presentation of proposal data. They are designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

Proposals that merely offer to conduct the task or provide the product in accordance with the requirements of the Scope of Work shall be considered non-responsive to this RFP and shall not be further considered. The Scope of Work to be found responsive to this to this RFP the respondent shall submit a transparent, creative, and a definitive description of the methodology, time phases, and the respondent's resources to be committed to delivery of these services under this RFP.

The following policy statements apply:

- A. Specified acquisition of an organization/agency to produce a comprehensive housing renewal strategy for Jefferson Parish Department of Community Development shall be consistent with the policies and procedures of Jefferson Parish Department of Community Development and all applicable, OMB regulations, and HUD procurement and other guidelines.
- B. The Jefferson Parish Council is responsible for all delegated authority. It may grant, reduce, or rescind delegations of authority. The Jefferson Parish Department of Community Development has no authority for acquisition other than what is specifically delegated by the Jefferson Parish Council, and as specified by HUD procurement regulations. Acquisitions are normally competitive, and ensure the best value for the Parish of Jefferson.
- C. Contractual terms and conditions shall be included in solicitation documents.

The provisions labeled "Standard Clauses" are mandatory in content. Jefferson Parish contracts must include the titles of these clauses and language that accomplishes the same intent.

Additional contractual clauses shall have the approval as to form of the Jefferson Parish Council.



- D. The Jefferson Parish Council shall be responsible for the interpretation of this policy and its implementing standards.

#### **4. STANDARD PROCEDURE**

- A. Preparation of RFP: The RFP shall include a description of the item or services to be purchased, called statement of work or scope of service, the specific criteria that will be used to evaluate the proposals, the closing time and date after which proposals will not be accepted, and other information such as delivery dates or time frames within which the work must be completed, and general and special terms and conditions. Such purchases may call for nonstandard items or complex services. Therefore, the RFP may call for additional information such as experience in the line of work being considered (including references), staff capability along with resumes of key individuals who will work on the contract and a cost breakdown of the proposed price. Price need not be the determining criterion for award. Consequently, the foregoing factors shall be used in developing the proposal evaluation criteria. The criteria must be carefully developed and a weighing scheme formulated around the most important features of each procurement action. The evaluation criteria must be included in the RFP along with the stated relative order of importance. For example, the criteria may be divided into three main categories: managerial capability, technical acceptability and approach in meeting performance requirements, and reasonableness of price. If price is not a determining criterion for award, the RFP shall instruct the proposer to submit their price proposal in a separate sealed envelope separate and apart from its proposal.
- B. Evaluation Criteria: The proposed evaluation criteria shall be looked upon as standards which measure how well proposers approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer offers to do. A scoring system must be devised and impartially applied to each proposal. Any departure from the established plan which is prompted by factors outside the system is permitted only insofar as the same treatment is extended impartially to all proposers. The step-by-step evaluation and scoring procedures which are to be followed to assure objectivity and thoroughness in comparative analysis of the proposals shall be described in the RFP.
- C. Public Notice: Once the RFP is prepared, the purchasing division shall advertise the public notice for thirty (30) days in the Official Journal for the Parish of Jefferson and, if necessary, any other appropriate national trade journal. The public notice of the intended procurement shall include as a minimum, a brief description of the items or services to be performed, the relative importance of the evaluation criteria, and stipulate a final closing time and date after which proposals will not be accepted. The proposer shall have at least thirty (30) days within which to submit their proposals. Discussions may be conducted prior to the closing time and date with responsible proposers to make certain the proposer fully understands the solicitation requirements. This will provide proposers an opportunity for clarification to assure responsiveness to the solicitation. No change in the scope or the evaluation criteria is allowed in any

discussion. The purchasing division shall receive the proposals submitted. Once the closing time and date arrive, the names of the proposers submitting proposals are read publicly. No other information is disclosed. The purchasing division shall forward copies of the proposals submitted to the secretary of the evaluation committee. The purchasing division shall retain at least one copy of all proposals submitted for the parish record.

- D. Evaluation: Proposals received are evaluated by an evaluation committee, consisting of representative(s) from the requesting department(s), research and budget, purchasing division and legal. If deemed necessary by the parish president or the Jefferson Parish Council, any other persons employed by Jefferson Parish may be appointed as additional members of the evaluation committee. The representative of the legal department shall act as secretary of the evaluation committee. The secretary of the evaluation committee is responsible for disseminating all information received, in full-text, to each evaluation committee member. Before beginning the evaluation process the evaluation committee must review the RFP, concerning not only the task description but also the qualification required of the proposer and the evaluation criteria. Award of the contract may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the proposer can submit, from both price and technical standpoints. If the evaluation committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all proposers that can be brought within acceptable range, price, and other factors considered. Every action in the RFP process shall have one goal; to achieve the contract agreement most advantageous to the Parish of Jefferson - price and other factors considered. Discussion shall be conducted by the evaluation committee individually with each qualified proposer and shall be documented by detailed minutes of each session. Any correspondence from proposers shall be directed to the secretary of the evaluation committee. Prices or other aspects submitted by one proposer must not be disclosed to competing proposers. The basic objective is to achieve the contract agreement most advantageous to the Parish of Jefferson in terms of factors such as period of performance, type of contract, quality of the items or services being purchased, and price. Proposals submitted by competing proposers are not disclosed to the public or to competitors. However, after a contract is awarded, its terms and conditions shall be public record. The evaluation committee shall prepare and forward to the Jefferson Parish Council a memorandum identifying the qualified proposer and explaining their rationale. A list of the names of the responsive and responsible contractors shall be submitted to the council along with a list of the non-responsive and non-responsible proposers. The responsibility of a contractor is determined in the same manner as for competitive sealed bids. The responsiveness of a contractor is determined in the overall process of selecting a contractor. The objectives are to insure that eligible contractors receive impartial and equitable consideration and that the contractor selected is most likely to perform in a manner that is most advantageous to the Parish of Jefferson, price and other factors considered. A resolution (with a blank for name of proposer selected by the council) selecting the proposers to supply the nonstandard items or perform the services shall also be forwarded to the Chairman of

the Jefferson Parish Council and placed on the next scheduled council agenda under the "professional services" portion of the agenda.

- E. Award: The Jefferson Parish Council shall review the memorandum from the evaluation committee and either adopt a resolution selecting an organization/agency to perform the services or reject all proposals.
- F. Negotiation and Ratification of Contract: The evaluation committee shall negotiate the details of service delivery, the terms of the contract, and the contract price with the organization/agency selected by the Jefferson Parish Council and submit the contract, in final form, to the Jefferson Parish Council for ratification. In the event a contract cannot be successfully negotiated the evaluation committee shall seek authorization from the Jefferson Parish Council to negotiate a contract with another proposer.
- G. Use the "Standard Clauses" as contained in Appendix B, and other terms and conditions appropriate for the specific type of contract to be negotiated.
- H. Purpose: This RFP is used to acquire an organization/agency to produce a comprehensive housing renewal strategy the Jefferson Parish Department of Community Development.
- I. Confidentiality: Proposals submitted in response to this RFP may contain trade secrets and/or privileged or confidential commercial or financial information which the Proposer (or his subcontractor) does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of such data may be restricted, provided the Proposer marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Parish of Jefferson shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Parish of Jefferson’s right to use or disclose data obtained from any source, including the Proposer, without restriction.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL.**”

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, LSA-R.S. 44.1 et. Seq. The Parish of Jefferson assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted

that any resultant contract will become a matter of public record.

However, the Parish of Jefferson reserves the right to make any proposal, including proprietary information contained therein, available to any other Parish agency or organization for the sole purpose of assisting the Parish in its evaluation of the proposal. The Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

- J. Changes, Addenda, Withdrawals: If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.
- K. Cost of Offer Preparation: The Proposer assumes sole responsibility for any and all cost associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price or terms.
- L. Non-negotiable Contract Terms: Non-negotiable contract terms include but are not limited to taxes, assignments of contract, audit of records, EEOC and ADA compliance, record retention, content of Contract/order of precedence, contract changes, force majeure, governing laws, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 95466. A copy may be obtained from the Parish Clerk's Office, 6<sup>th</sup> Floor, General Government Building, 200 Derbigny Street, Gretna, Louisiana 70053, phone number 364-2626.
- M. Taxes: Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.
- N. Proposal Validity: All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.
- O. Prime Contractor Responsibilities: The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not the produces or provides them. The Parish of Jefferson shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- P. Cancellation of RFP or Rejection of Proposals: The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.
- Q. Insurance Requirements: Are set forth in the Standard Agreement Form, hereto as "Attachment B". Contractor shall furnish the Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment "B"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Parish before work commences. The Parish reserves the right to require complete certified copies of all required policies, at any time.
- R. Subcontracting: There shall be no subcontracting of this effort.
- S. No Guarantee of Quantities: The Parish of Jefferson does not guaranty that items listed in scope of work will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal. The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

- T. Audit of Records: The monitoring and auditing of the Contractor's records shall be allowed to the Parish of Jefferson Finance Department and any other appropriate Parish entities.
- U. EEOC and ADA Compliance: The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Parity agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep information of and comply with all federal, state, and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

- V. Record Retention: The Contractor shall maintain all records in relation to this contract

for a period of at least five (5) years after the end of the contract returned to the Department of Community Development at a mutually selected date and time prior to this date.

W. Record Ownership: All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish of Jefferson, and shall, upon request, be returned by Contractor to the Parish of Jefferson, at Contractor's expense, at termination or expiration of this contract.

X. Content of Contract/Order of Precedence: In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

Y. Substitution of Personnel: The Parish intends to include in any contract resulting from this RFP the following conditions:

Substitution of Personnel: If, during the term of the contract, the Contractor cannot provide the personnel as proposed and request a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

Z. Force Majeure: The Contractor or Parish of Jefferson shall be exempted from performance under the contract for any period that the Contractor or Parish of Jefferson is prevented from performing any services in whole or in any part as a result from an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or Parish of Jefferson has prudently and promptly acted to take any and all corrective steps that the Contractor or Parish of Jefferson can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

AA. Governing Law: All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP. Contractor does, by signing a contract pursuant to this RFP with the Parish, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana

## 5. PROPOSAL FORMAT AND CONTENT

Jefferson Parish discourages overly lengthy and costly proposals; however, in order for the Parish to evaluate proposals fairly and completely, proposers should follow the format set out herein and provides all of the information requested.

- A. Introduction. Proposals must include the complete name and address of their agency/organization and the name, mailing address, and telephone number of the person the Parish should contact regarding the proposal.

Proposals must confirm that the agency/organization will comply with all of the provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. A proposer's failure to include these items in the proposal may cause the proposal to be deemed non-responsive and the proposal may be rejected.

- B. Understanding of the Project. Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements for the scope of services to be completed. Each proposer should address how it will meet all the requirements of this RFP, with particular attention to local efforts to address affordable housing needs. Prepare plans and/or schedule for implementation to meet all requirements.
- C. Financial Capability: Proposer must provide a financial management plan that demonstrates its capability to meet the requirements of OMB Circular A-102 Financial Management Plan is to include: copy of a current financial audit with name and address of audit firm; list of any unresolved audit findings, if applicable; outstanding debt presently owed to the Parish or federal government; and a list of other financial support associated with this program.
- D. Management Plan for the Project. Proposers must provide a comprehensive narrative statement that sets out the management plan to be used illustrating how the plan will accomplish goals and objectives and the scope of work of the RFP.

Evidence of organization/agency's initial charter or incorporation, organizational chart, total number of staff persons, qualifications/resumes of key personnel and board members, and handouts/ brochures, etc.

- E. Experience and Qualifications: Provide an organizational chart specific to the personnel assigned to this project; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component of the RFP. Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;
1. Title,
  2. Resume,

3. Location(s) where work will be performed,
  4. Itemize the total cost and the number of estimated hours for each individual named above.
- F. **Cost Proposal:** Proposer's cost proposals must be submitted in a separate sealed envelope, properly labeled "Cost Proposal" and must include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.
- G. **References.** Proposers must include the name, addresses, and telephone numbers, of a contact person for at least three (3) clients for whom similar services have been performed. Including a brief description of services provided, as well as the name of the team member who provided the services.
- H. **Submission of Proposal:** Proposals will be received until the hour of 4:00 p.m. on March 15, 2006, in the Purchasing Department, Suite 4400, 200 Derbigny Street, New Courthouse Building, Gretna, Louisiana, 70053.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing Department is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal

- I. **Number of Response Copies -** (Department should take into account the number of evaluation committee members when considering additional copies): Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media or 3-1/2" diskette formatted in the Microsoft Word program.
- J. **Responsiveness:** All proposals will be reviewed to determine if they are responsive. If responsive, they will then be evaluated using the criteria set out in Section six (6). Non-responsive proposals shall be rejected. Proposal receiving 150 points or less shall be considered non responsive and shall be rejected or if minimum of 90 in Quality of Proposal and 60 points for Experience.
- K. **Presentations:** Proposers may be required to make an oral presentation (or presentations) to the evaluation Committee and/or the Jefferson Parish Council.



## **6. EVALUATION CRITERIA**

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS RFP IS 300

### **A. Quality of the Proposal - 45% or 135 points**

Proposals will be evaluated on overall quality in response to the questions below:

- (1) Did the respondent provide a clear and comprehensive narrative that best describes a clear understanding of the project requirements?
- (2) Does the proposal adequately address (at a minimum) all required elements of this scope of work?
- (3) Does the proposal provide a creative approach for addressing (at a minimum) all required elements of this RFP?
- (4) Is there anything particularly unique in the recommended strategies or approaches that goes beyond the minimum requirements of this proposal and adds to the Scope of Work?
- (5) Information demonstrating the proposer's undertaking of the nature and scope of this project.
- (6) Any other information deemed pertinent by the proposer's including terms and conditions which the proposer wishes the Parish to consider.
- (7) Reasonableness of plans and schedule to meet deadlines.
- (8) Have any potential problems or deficiencies been identified?
- (9) Is the proposal submitted responsive to all material requirements in the RFP?

### **B. Experience and Qualifications - 35% or 105 points**

Proposals will be evaluated against the questions set out below for respondents.

- (1) Did the proposal describe the objective and basic functions of the organization, including the total number of staff and sources of financial support?
- (2) Did the respondent provide an organizational chart, qualification and resumes of key personnel and board members?
- (3) Did the respondent provide evidence of the organization/agency's

initial charter, articles of incorporation and by-laws?

- (4) Did the respondent provide a list of the services they currently provide?

Questions regarding prior projects.

- (1) Does proposer have prior experience in developing housing plans?
- (2) Does proposer have familiarity and experience in working with and coordinating services with other agencies that provide similar professional services?
- (3) Does proposer have prior experience in assisting municipalities and/or government agencies in the development and implementation of housing plans?

Questions regarding personnel.

- (4) Do the individuals assigned to the project have experience on similar projects?
- (5) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- (6) How extensive is the applicable education and experience of the personnel designated to work on the project?
- (7) How knowledgeable are the Proposer's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the respondent:

- (8) Has the Respondent provided proof of examples of completing similar projects on time and within budget?
- (9) How successful is the general history of the Respondent regarding timely and successful completion of projects?
- (10) Has the Respondent provided letters of reference from previous clients?

- C. Contract Cost - Overall, a minimum of 20% or 60 points of the total evaluation points will be assigned to cost.

Total cost cannot exceed \$50,000.00. Proposals at less than this maximum cost shall receive points as follows:

\$45,000 - \$50,000 ---	15
\$40,000 - \$44,999 ---	20
\$35,000 - \$39,999 ---	35
\$30,000 - \$34,000 ---	40
< \$29,999 -----	60

## **7. CONTRACTOR SELECTION**

Evaluation committee prepares resolution and submits resolution for Jefferson Parish Council Agenda. The Jefferson Parish Council selects Proposal or establishes a short list and authorizes the Administration to prepare contract documents.

## **8. CONTRACT NEGOTIATIONS**

- A. After selection of a Proposer by the Jefferson Parish Council, Jefferson Parish may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with Jefferson Parish. If Jefferson Parish elects to initiate contract negotiations, these negotiations cannot involve changes in the Parish's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.
- B. Failure to Negotiate: If the selected contractor fails to provide to make a required to begin contact preparations negotiations in a timely manner; or, if the contractor indicates they cannot perform the contract within their stated proposal cost, or if the contractor and the Parish, after a good faith effort to provide requested information or simply can not come to terms on any issues, the Parish may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked proposer.

## **9. ATTACHMENTS**

- A. Advertisement
- B. Contract
- C. Sample Evaluator's Summary Form
- D. Federal Guidelines
- E. Corporate Resolution
- F. Insurance Certificate
- G. Signature Page

**ATTACHMENT A**

**RFP 0122**

**REQUEST FOR PROPOSAL**

Jefferson Parish Department of Purchasing is soliciting **REQUEST FOR PROPOSAL (RFP'S) from qualified firms to provide a POST-KATRINA COMPREHENSIVE HOUSING RENEWAL STRATEGY** for the Department of Community Development.

REQUEST FOR PROPOSAL WILL BE RECEIVED IN THE JEFFERSON PARISH PURCHASING DEPARTMENT 200 DERBIGNY STREET, SUITE 4400, GRETN, LA

UNTIL 4:00 P.M. LOCAL TIME ON: Wednesday, March 15, 2006

Parish of Jefferson reserves the right to reject any and all proposals.

Specification is available gratis from:

Jefferson Parish Purchasing  
download at:  
200 Derbigny Street Suite 4400  
ON LINE SERVICE,  
Gretna, LA 70053  
(504) 364-2678

Proposals are available for  
OR [www.jeffparish.net](http://www.jeffparish.net) . Under  
JP Bids of LA Site

**Pre- Proposal Conference**

**March 2, 2006**

**10:00 A.M.**

**Jefferson Parish Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, LA 70053**

ADV. TIMES PICAYUNE METRO & OFFICIAL JOURNAL SECTIONS:  
February 9, 16, & 23, 2006

**ATTACHMENT B**  
**COOPERATIVE ENDEAVOR AGREEMENT**  
**Between**  
**JEFFERSON PARISH COMMUNITY DEVELOPMENT DEPARTMENT**  
**and**

---

STATE OF LOUISIANA

PARISH OF JEFFERSON

This Agreement made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Parish of Jefferson, State of Louisiana, acting through that authority granted by the Jefferson Parish Council, and duly authorized to act pursuant to the provisions of Resolution No. \_\_\_\_\_, adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2006, hereinafter called the GRANTEE, represented by John F. Young, Jr., Chairman, and the

\_\_\_\_\_, hereinafter called the SUBRECIPIENT, represented by \_\_\_\_\_.

**SECTION 1 - PURPOSE**

The purpose of this contract is to obtain competitive proposals as allowed by Jefferson Parish Ordinance Number 21587 from bona fide, qualified proposers who are interested in developing a post Hurricane Katrina comprehensive housing renewal strategy which shall include all the elements detailed under scope of work.

**Goals and Objective -**

The Parish of Jefferson, sponsored through the Department of Community Development is seeking a competent firm or company who must be able to develop a comprehensive housing renewal plan that ascertains all of the pre-existing housing needs of the Parish as well as those resulting from the damage brought on by the hurricanes of 2005, with special emphasis on the most critical housing needs, identifies all available resources, and formulates short and long range strategies that address these needs and maximize all funding sources. The successful proposer will be expected to assist the parish with reference to applications for non-traditional funding resources, and other items as per the scope of work.

## **SECTION 2 - SCOPE OF SERVICES**

The selected organization/agency will report directly to Department of Community Development. The proposer will perform the following services:

Most specifically, the successful respondent shall agree to perform the following tasks:

### **PHASE 1 - DATA GATHERING:**

1. Perform housing assessments throughout the parish, including all municipalities, except the City of Kenner, to include the number of housing units affected by hurricanes Katrina and Rita, and identify housing needs by the number and type of units that are owner occupied, rental, group housing, assisted living facilities, etc. and by type of occupant by race, income, age, and household type.
2. Consultation with relevant parties to include financial institutions, homebuilder associations, urban planners, code enforcement officers, the Louisiana Recovery Authority, Rebuild New Orleans, JEDCO's Housing Task Force, and other such recovery organizations.
3. Identify all available funding resources (immediate and long term), and include a strategy for obtaining said funding. Possible funding resources that must be researched include FEMA, PHA resources, financial institutions, government bonds, secondary market resources, land banks, tax credits, housing finance agencies.
4. Identify any available public land and properties, as well as commercial or industrial sites that could be converted into housing units,

### **PHASE II - DEVELOP STRATEGY**

Using the above information, develop a comprehensive housing renewal strategy based on the needs assessment and identified available funding resources that also includes the following:

1. A process for including qualified national non-profit organizations in the housing renewal process;
2. Consultation with relevant parties to include financial institutions, homebuilder associations, urban planners, code enforcement officers, the Louisiana Recovery Authority, Rebuild New Orleans, JEDCO's Housing Task Force, and other such recovery organizations.
3. Incorporation of applicable Affordable Housing Task Force recommendations;
4. A process for incorporating workforce development and other labor organizations into the renewal process as a means of job creation; and
5. A mechanism for establishing a local Affordable Housing Trust Fund to further fair housing such as those for teachers, fireman, police and other first responders public employers to become homeowners.

6. This plan must also have strategies that address the following:
7. Procedures necessary for the Parish and each municipality to quickly incorporate modular housing into its codes:
8. Procedures necessary for the Parish and each municipality to quickly incorporate inclusionary zoning, and having said zoning included in the Jefferson 2020 Comprehensive Land Use Plan.
9. Strategies to address the construction trades availability and cost of supplies and labor as it related to operating a housing repair assistance program
10. Strategies to address homeless and special needs populations housing, with the use of non traditional housing such as group homes, shared housing, SROs, etc.
11. Strategies to address affordable insurance available for First Time low and moderate-income homebuyers
12. Strategy to increase number of housing vouchers, address the portability issues of the vouchers, and strategies to address the long-term viability of the project based apartments.
13. Strategy to remove persons living in FEMA trailer parks into appropriate houses.

After the completion of the draft plan, proposer shall submit same to the Department of Community Development and to various other agencies as deemed appropriate.

#### PHASE III - APPLICATION SUBMITTAL

After all resources have been identified proposer shall submit a minimum of three applications to secure these non-traditional resources. Copies of these shall be submitted to the Department of Community Development.

#### PHASE IV – FINAL PLAN

Proposer shall submit draft plan for comments and change as per Community Development requirements, and shall finalize it as a result of said comments from all appropriate agencies as well as the general public.

#### OTHER RESPONSIBILITIES:

1. The SUBRECIPIENT shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, Parish and local governments, as amended from time to time, which may in any manner affect the GRANTEE in the same manner that the GRANTEE shall be liable to the Federal government, and, shall further be liable to perform

all acts to the GRANTEE in the same manner the GRANTEE performs these functions to the Federal government.

2. The GRANTEE may conduct on-site reviews to examine procurement and project records, or conduct any other procedures, practices, monitoring, reviews or investigations to assure compliance with the provisions of this Agreement.
3. The GRANTEE shall retain oversight, review, and approval of any and all forms or blank forms, documents, agreements, contracts, subcontracts, proposals, processes or procedures developed in whole or part by the SUBRECIPIENT to assure compliance with applicable CDBG program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the SUBRECIPIENT nor of items in said forms, documents, agreements, contracts, subcontracts, proposals, processes or procedures not related to program requirements.
4. The GRANTEE shall be responsible for the review and approval of all Request(s) for Payment including the verification of mathematical accuracy of all accounts payable.
5. The GRANTEE shall retain budgetary authority for all transfers, amendments and revisions to approved budgets.
6. The GRANTEE shall be responsible to keep appropriate documentation to be furnished by the SUBRECIPIENT for the period of this agreement.

### **SECTION 3 - TERM**

This Agreement shall be for a period of six (6) months. The starting date shall be the date of execution of the contract.

### **SECTION 4 - BUDGET LIMITATION**

The GRANTEE agrees to pay the SUBRECIPIENT a sum not to exceed \$50,000.00 (fifty thousand dollars) for services outlined in SECTION 2. This budget amount shall constitute full and complete compensation for this Agreement. Funds not expended will be returned to the Department of Community Development for possible reprogramming.

### **SECTION 5 - METHOD OF PAYMENTS**

The GRANTEE shall provide the SUBRECIPIENT five (5) lump sum payments after the successful completion (as determined by the SUBRECIPIENT) of each phase of the services outlined in SECTION 2 and as indicated below.

Phase 1 - 25% - After completion and approval by grantee of data gathered to include all consultations and identification of resources (as per RFP requirements and proposal as submitted)



Phase 2 - 25% - After submittal of draft Plan document

Phase 3 - 20%- After submittal of three applications for additional funding from resources.

Phase 4 -20% - Conduct consultation and submit comments from all pertinent parties as it relates to the Plan.

Phase 5 - 10% - After submittal and approval of final draft document

For payment of all services outlined in SECTION 2, the SUBRECIPIENT will follow standard Jefferson Parish Finance Department procedures and policies, submitted on standard forms used for this purpose. The SUBRECIPIENT will certify that all claims made for payment have been reviewed and are properly due. All requests for payment must be supported by appropriate documentation.

Claims for salaries, wages and fringe benefits will be supported by payroll records. Claims for other costs will be supported by bills, invoices, etc. All support documentation will be submitted in duplicate form with each request for payment.

At the end of this Agreement, the SUBRECIPIENT shall notify the GRANTEE as to how much of the herein stated budget should be encumbered to cover cost incurred but not paid by the SUBRECIPIENT. This “no cost extension” of the Agreement will not increase the budget of this Agreement, or the budget for any succeeding Agreement.

## **SECTION 6 - ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The SUBRECIPIENT agrees to comply with A-133 (Audits) and A-110, as codified in 24 CFR 84 and modified in 24 CFR 570.502(b), and agrees to adhere to the accounting principals and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principals**

The SUBRECIPIENT shall administer its program in conformance with OMB Circular A-122. These principals shall be applied for all cost incurred whether charged on a direct or on an indirect basis.

### **B. Documentation and Reports**

#### **1. General**

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement.

2. Retention

The SUBRECIPIENT shall maintain all records and documents relating to this Agreement for a period of not less than five years from the termination of all activities funded under this Agreement and/or will return said to the GRANTEE for proper retention.

3. Client Data

The SUBRECIPIENT shall also make a presentation on actual accomplishments at all public hearings on performance if applicable and if requested by the GRANTEE.

The SUBRECIPIENT shall retain on file signed documented proof of coordination with other public and private agencies and organizations who assist in completing the scope of services under the Community Development Block Grant Program. The SUBRECIPIENT shall maintain reports indicating the number of persons served, and summaries of conferences with service institutions, attorneys, HUD officials, or any other agents relating to the Community Development Block Grant Program as part of this program.

4. Reports

The SUBRECIPIENT shall furnish the GRANTEE with an original and one copy of all reports required by this Cooperative Endeavor Agreement.

## **SECTION 7 - TERMINATION OR SUSPENSION**

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted by the GRANTEE and all payments required to be made to the SUBRECIPIENT have been made; but this Agreement may be terminated under any and/or all the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the GRANTEE as a consequence of the failure of the SUBRECIPIENT to comply with the terms, and/or progress of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the SUBRECIPIENT.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.
4. By satisfactory completion of all services and obligations described herein.
5. In the event of the abandonment of the project by the Parish Council.
6. By the GRANTEE based upon thirty (30) days written notice to SUBRECIPIENT.

Upon termination, the SUBRECIPIENT shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed and the agreed estimated cost of the terminated work by both parties.

Upon termination under Item 2 above, the SUBRECIPIENT shall deliver to the GRANTEE certified copies of all original documents, notes, and files, except the SUBRECIPIENT'S personal and administrative files.

## **SECTION 8 - MONITORING**

The GRANTEE is hereby granted the authority to monitor all activities undertaken by the provisions of this Agreement to ensure compliance with federal regulations regarding the use of HUD funds.

## **SECTION 9 - CERTIFICATIONS**

For the entire period covered by this Agreement, the SUBRECIPIENT gives the same certifications that Jefferson Parish as a HUD CDBG GRANTEE has given the Department of Housing and Urban Development, as submitted in its FY-2005 Action Plan.

## **SECTION 10 - GENERAL**

### **A. Indemnification**

The SUBRECIPIENT shall indemnify and save harmless the GRANTEE against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to persons or property growing out of, resulting from, or by reason of any negligent act by the SUBRECIPIENT, its agents, servants or employees, while engaged upon or in connection with the services required or performed by the SUBRECIPIENT hereunder.

### **B. Relationship of SUBRECIPIENT to GRANTEE**

While in the performance of services or carrying out other obligations under this agreement, the SUBRECIPIENT shall be acting in the capacity of independent contractors and not as employees of the GRANTEE. The GRANTEE shall not be obligated to any person, firm or corporation for any obligations of the SUBRECIPIENT arising from the performance of their services under this Agreement. The SUBRECIPIENT shall be authorized to represent the GRANTEE with respect to services being performed dealing with other agencies as intended by the provisions of SECTION 2 hereof.

### **C. Employee Warranty**

The SUBRECIPIENT warrants that he has not employed or retained any company or person(s) other than a bona-fide employee(s) working solely for the SUBRECIPIENT to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person(s) other than bona-fide employees working solely for the SUBRECIPIENT any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the GRANTEE shall have the right to annul this Agreement without liability.

D. Transfer of Agreement

This Agreement shall be binding upon the successors and assigns of the parties hereto. This Agreement being for the personal services of the SUBRECIPIENT shall not be assigned or transferred in whole or in part by the SUBRECIPIENT as to the services to be performed hereunder without the written consent of the GRANTEE.

E. Confidentiality of Reports

Any reports, information, data, etc., given or prepared or assembled by the SUBRECIPIENT under this Agreement which the GRANTEE requests to be kept as confidential shall not be made available to any individual or organization by the SUBRECIPIENT without the prior written approval of the GRANTEE, except that, in accordance with SECTION 10 above, HUD and the Controller General or any authorized representatives thereof, shall have access to and the right to examine all records, books, papers, or documents related to the grant.

## **SECTION 11 - AMENDMENTS**

The SUBRECIPIENT shall submit to the GRANTEE a written request for approval of all amendments involving new activities, or significant alteration of existing activities, that will change the scope, location, scale, or beneficiaries of the activities herein approved. In any such case, this Agreement shall be amended to reflect such changes, as approved by Council Resolution. The SUBRECIPIENT shall make available to the public and shall submit to the GRANTEE a description of any changes adopted.

## **SECTION 12 - SAVING CLAUSE**

In case any one or more of the provisions contained in this Agreement shall, for any reason, be judicially held to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement and, in such an event, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

## **SECTION 13 - INSURANCE**

The SUBRECIPIENT shall not commence work under this Agreement until he has obtained all insurance required by these specifications.

All insurance carried shall contain a Waiver of Subrogation in favor of the PARISH is working, including any and all co-lessors of such principal, and shall be subject to the approval of the PARISH. Insurance provided for comprehensive general liability, comprehensive automobile and umbrella liability shall name the PARISH as an additional insured and shall be primary to any insurance carried by the PARISH. SUBRECIPIENT shall furnish the PARISH with certificates of insurance as evidence of the above insurance.

Said certificates shall indicate the Waiver of Subrogation in favor of the PARISH and any principal for whom the Parish is awarding, including any and all co-lessors of such principal, and the contractual and liability assumed under the Indemnity Provision of this Section, and shall specify that in the event of cancellation or material change in coverage, at least thirty (30) days prior written notice will be given to the PARISH.

#### Worker's Compensation Insurance

The SUBRECIPIENT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all his employees in any way engaged in this project. If any subcontractor does not carry Worker's Compensation Insurance, such coverage must be included under the SUBRECIPIENT'S policy.

The policy shall provide coverage at least equal to the requirements of the State of Louisiana and shall include Employers' Liability Coverage - Section b, coverage in an amount not less than \$1,000,000.00 to cover all employees not covered under the State Worker's Compensation Act.

#### Comprehensive General Liability Insurance

The SUBRECIPIENT shall take out and maintain during the life of this Agreement Comprehensive General Liability Insurance to protect the PARISH, SUBRECIPIENT, and Subcontractors performing work under this Agreement from claims arising from any operations or work in connection with this Agreement. The Comprehensive General Liability coverage shall provide limits not less than the following: \$1,000,000 per person and \$1,000,000 per occurrence, Property Damage Liability of \$1,000,000 per occurrence with \$1,000,000 aggregate, unless higher minimum limits are required in the special conditions for the project, in which case the minimum limits set forth in the special conditions shall prevail. Coverage shall also be included for any contractual assumption of liability by the CONSULTANT under any hold harmless agreements or indemnification agreements provided elsewhere in these specifications. Policy must include coverage for all operation as respects the explosion, collapse, and underground damage hazards with the same limits as specified above.

#### Comprehensive Automobile Liability Insurance

The SUBRECIPIENT shall take out and maintain during the life of this Agreement Comprehensive Automobile Liability Insurance to protect the PARISH and the SUBRECIPIENT, performing work under this Agreement from claims arising from any operations or work in connection with this Agreement. The Comprehensive Automobile Liability Insurance coverage is to be on an occurrence basis, and is to include coverage for owned, hired, leased, and non-owned vehicles, with minimum limits as follows: Bodily Injury Liability, \$500,000 each person, \$500,000 each occurrence; Property Damage Liability, \$500,000 each occurrence, unless higher minimum limits are required in the Special Conditions for the project, in which case the limits set forth in the Special Conditions shall prevail.

### Deductibles

No insurance required under this Agreement shall include a deductible in excess of \$5,000.00. The cost of all deductions amounts shall be borne by the subrecipient.

### Indemnity

“To the fullest extent permitted by law, the SUBRECIPIENT agrees to protect, defend, indemnify, and save the PARISH, its agents, officials, employees, servants, including volunteers, or any firm, company, organization, or individual, or their contractors, or sub-contractors for whom the PARISH may be contracted, harmless from and against any and all claims, demands, loss or destruction of property, actions, and causes of action of every kind and character, including but not limited to claims based on negligence, strict liability, and absolute liability which may arise in favor of any person or persons on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from operations contemplated by this Agreement, regardless whether others may be wholly, concurrently, partially, or solely negligent or strictly liable, or absolutely liable or otherwise at fault, and regardless of any defect in the premises, equipment, or materials, irrespective of whether same pre-existed this Agreement, except damages arising out of injuries or property claims to third parties caused by the negligence of PARISH, its employees or agents.

Further, the SUBRECIPIENT hereby agrees to indemnify, the PARISH for all reasonable expenses and attorney’s fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorneys’ fees incurred by the PARISH in establishing the right to indemnify pursuant to the provisions of this section.”

### **SECTION 14 - CONFLICT OF INTEREST**

The SUBRECIPIENT understands and agrees that no director, officer, agent or employee of the SUBRECIPIENT may have any interest, whether directly or indirectly, in any Agreement (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits. No director, officer, agent or employee may represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any Agreement or work pertaining to this Agreement. No such officer, director, agent or employee may take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions. Any Agreement made and procured in violation of the provision is void and no funds under this Agreement may be used to pay any cost under such Agreement. The purpose of this clause is to avoid even the appearance of a conflict of interest.

The SUBRECIPIENT understands and agrees that any person who is a director, officer, agent or employee of the SUBRECIPIENT and who may own or have an interest in, either directly or indirectly, in any real property included as an integral part of this project shall disclose

such, in writing, to the Board of the SUBRECIPIENT, and shall also disclose the dates and terms and conditions of any disposition of such interest.

All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minute books of the SUBRECIPIENT as well as reported to the GRANTEE.

The SUBRECIPIENT agrees that all potential conflicts-of-interest shall be reported to the GRANTEE which shall also report it to HUD with a request for a ruling prior to proceeding with this agreement.

In the event of failure or refusal to comply, the GRANTEE may terminate or suspend in whole or in part any contractual agreements with the SUBRECIPIENT pursuant to Section 7 of this Agreement and may take any of the actions set out therein.

The SUBRECIPIENT does, by signing this agreement, yield to the jurisdiction of the 24<sup>th</sup> Judicial District Court and formally waive any pleas of lack of jurisdiction, in the event of suit under this agreement.

**SECTION 15 - CONTRACT EXECUTION**

This Agreement represents the entire Agreement between the GRANTEE and the SUBRECIPIENT and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement is executed in four originals in testimony whereof the parties hereto have executed this agreement on the day and year first above written in the presence of the undersigned competent witnesses.

WITNESSES:

JEFFERSON PARISH

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
John F. Young, Jr., Chairman  
Jefferson Parish Council

By: \_\_\_\_\_

## ATTACHMENT C

### SAMPLE EVALUATOR'S SUMMARY FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein Scope of Work.

Person or **RESPONDENT** Name \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Number \_\_\_\_\_

#### EVALUATION CRITERIA AND SCORING

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

Quality of the Proposal

narrative and description of the course of action must indicate a clear understanding of the Project Simple \_\_\_\_\_

Maximum Point Value for this Section - 135 Points \_\_\_\_\_

#### EVALUATOR'S NOTES

Experience and Qualifications \_\_\_\_\_

Maximum Point Value for this Section - 105 Points \_\_\_\_\_

#### EVALUATOR'S NOTES

Contract Cost \_\_\_\_\_

Maximum Point Value for this Section - 60 Points \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS** \_\_\_\_\_

#### EVALUATOR'S NOTES

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



## **ATTACHMENT D**

### **FEDERAL REQUIREMENTS**

#### **SECTION 1 - FILE MAINTENANCE**

A separate file folder shall be maintained by the SUBRECIPIENT for all work involved for a minimum of 5 years.

#### **SECTION 2 - MONTHLY REPORTS**

The SUBRECIPIENT shall submit the following performance reports to the PARISH:

1. A monthly report must be prepared to ensure tracking of active cases assisted. All cases shall remain active and remain listed until the completion, resolution, and reporting for the counseling services has been accomplished. Reports shall document race, gender, and income of client. A separate monthly report will be submitted on those persons receiving a certificate to purchase a home and those who actually purchased homes. The report must include the homeowner name, address moved from, address of purchased home, date they attended the class, date of home purchase, amount of purchase, any assistance received, gender and number of persons in the household.
2. A final performance report will include an annual summary of the monthly activities reported which will be due by the end of the contract.
3. The SUBRECIPIENT could be required to meet other reporting requirements concerning any additional information required by the PARISH to meet its reporting obligations to HUD. Any additional reporting requirements will be requested in writing of the SUBRECIPIENT.

The SUBRECIPIENT shall furnish the PARISH with the original and one copy of all reports required by this agreement. The original reports will have the original signatures of the person preparing the report and that of the Director of the SUBRECIPIENT organization.

#### **SECTION 3 - DOCUMENTS**

All data collected by the SUBRECIPIENT and all documents, notes and files shall remain the property of the PARISH. SUBRECIPIENT shall be maintained by Subrecipient for five (5) years or returned to PARISH. The SUBRECIPIENT shall furnish to the PARISH copies of any project documents requested by the PARISH.

#### **SECTION 4 - PROGRAM INCOME**

Program income is gross income received by the SUBRECIPIENT directly generated from the use of CDBG funds program INCOME IS NOT TO BE GENERATED BY THIS PROJECT. PROPOSER SHALL BE PROHIBITED IN THE USE OF THE PRODUCTS

FOR ANY FINANCIAL GAIN. The disposition of program income shall be as follows:

- 1 Program income in the form of repayments to or interest earned on federal funds provided by this agreement shall be disbursed from the fund before additional cash withdrawals are made from the same activity.
- 2 All other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the same activity and budget line items.
- 3 All provisions of this agreement shall apply to the disbursement of program income.
- 4 Any program income on hand when this agreement expires, or received after this agreement's expiration, shall be paid to the PARISH as required by 24 CFR 570.503(B)(8).

## **SECTION 5 - AUDIT COMPLIANCE**

Organizations that expend \$300,000.00 or more of federal funds within their fiscal year are required to conduct an audit that meets the requirements of the Single Audit Act of 1984 and OMB Circular A-133. If the Subrecipient is subject to the Single Audit Act, the cost or portion of the cost represented by this contract to the total of federal funds received can be included in the budget as part of this contract.

Organizations that receive less than \$300,000.00 annually within their fiscal year but more than \$25,000.00 are required by this contract to provide an audit to the Jefferson Parish Community Development Department commensurate with the level of funding received. The audit Standards and procedures required are outlined in the "Louisiana Governmental Audit Guide". The costs of the audit must be included under accounting expenses to be a reimbursable cost. The required audits are due within six months of the sub recipient's fiscal year end.

Organizations that are not subject to the Single Audit Act but expend more than \$25,000.00 of State, Parish, or other local funds are subject to the audit requirements specified in Louisiana Revised Statutes (LSA RS) 24:513 and 24:514. State law requires that audits of a level commensurate with funding subject to the referenced statutes be completed and provided to the State Legislative Auditor within six months after the sub recipient's fiscal year end as outlined in the "Louisiana Governmental Audit Guide".

The SUBRECIPIENT hereby agrees and is required to provide and to instruct its accounting firm to include the Jefferson Parish Community Development Department on the distribution list to receive one copy of any audit or audits conducted by any unit or agency of State, Federal, or other governmental subdivision.

The PARISH also reserves the right to conduct its own audit of the SUBRECIPIENT'S records and operations in order to determine compliance with this contract and the applicable Federal, State, and Parish regulations until completion of all projects. Should it be deemed

necessary, the Parish will have an audit conducted by an accounting firm of its selection or by Parish personnel at its expense.

## **SECTION 6 - MONITORING**

The PARISH is hereby authorized to monitor all activities undertaken by the SUBRECIPIENT under the provisions of this agreement to ensure compliance with its terms and applicable Federal, State, and Parish regulations regarding the expenditure of HUD and/or Parish funds. Monitoring activities will be scheduled annually or as needed at the determination of the PARISH.

The SUBRECIPIENT shall use 24 CFR 85 as standards for financial management as modified by 24 CFR 570.502 and OMB Circular A-87 for standards of cost principles

## **SECTION 7 - CERTIFICATIONS**

For the entire period covered by this contract, the SUBRECIPIENT shall comply with the same Certifications that Jefferson Parish has given the Department of Housing and Urban Development

The SUBRECIPIENT shall make a presentation on actual accomplishments at all public hearings on performance as requested by the PARISH.

The SUBRECIPIENT shall retain on file signed documented proof of coordination with other public and private agencies and organizations who assist in completing the activities. The SUBRECIPIENT shall maintain summaries of THE program activities. The SUBRECIPIENT shall maintain summaries of conferences with mortgage servicing institutions, attorneys, HUD Officials, or any other agents related to the housing industry as part of this effort put forth.

The SUBRECIPIENT shall provide to the PARISH copies of all reports and transmittal letters submitted to HUD.

**ATTACHMENT E**

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED. THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF  
THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS  
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS  
WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS,  
EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL  
BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS  
AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A  
TRUE AND CORRECT COPY OF AN EXCERPT  
OF THE MINUTES OF THE ABOVE DATED  
MEETING OF THE BOARD OF DIRECTORS OF  
SAID CORPORATION, AND THE SAME HAS  
NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER \_\_\_\_\_

DATE \_\_\_\_\_

## **ATTACHMENT F**

### **INSURANCE REQUIREMENTS**

All insurance requirements shall conform to Jefferson Parish Resolution No. 95466 dated 01/23/02

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 95466.

#### **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

#### **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

#### **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

#### **DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible be borne by the contractor.

#### **UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

### **CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:**

#### **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

#### **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

## ATTACHMENT G

# RFP 0122

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing a Post-Katrina Comprehensive Housing Renewal Strategy for the Department of Community Development, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, March 15, 2006

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(Type Name of Person Authorized to Sign)

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(Company Name)

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(Street Address)

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(City, State, Zip Code)

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(Area Code) (Phone Number) (Area Code) (Fax Number)

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(Signature of Person Authorized to Sign)

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(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. RFP package, including instructions and specifications, must be returned in its entirety for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.